

1 Montie S. Day, Attorney (Cal Bar No. 73327)  
2 Laura R. Spease, Attorney (Cal Bar No. 78273)  
2 LAW OFFICES OF LAURA R. SPEASE  
3 7700 Edgewater Drive, Suite 147  
3 Oakland, California 94621  
4 Spease-Tel: (510) 569-8558  
4 Day-Tel: (208) 280-3766

5 Montie S. Day, Attorney (Cal Bar No. 73327)  
5 DAY LAW OFFICES  
6 P. O. Box 1045  
6 Shoshone, Idaho 83352  
7 Tel: (208) 280-3766

8 Attorneys for Estela D. Reed

9 UNITED STATES DISTRICT COURT

10 FOR THE NORTHERN DISTRICT OF CALIFORNIA

12 PRINCIPAL LIFE INSURANCE  
13 COMPANY,

)  
)  
) Case No. C-07-4915 CW  
)  
)

14 Plaintiff,

15 vs.

16 VINA CUESTA STATUA, INOCENCIO  
17 S. AMBE, CORAZON AMBE  
CABALES, ESTELA D. REED, and  
DOES 1-10,

)  
) MOTION TO EXTEND TIME  
AND TO RESET CASE  
MANAGEMENT CONFERENCE  
)  
)

18 Defendants.  
-----  
19 )  
ESTELA D. REED,  
20 )  
21 Cross-claimant,  
vs.  
22 VINA CUESTA STATUA, INOCENCIO  
S. AMBE, and CORAZON AMBE  
CABALES,  
24 Cross-defendants.  
-----  
25 )  
26 )  
TO THE COURT, THE PARTIES AND THEIR ATTORNEYS OF RECORD:  
27 APPLICATION IS MADE and set for March 20, 2008, at 2:00 p.m., or as soon  
28 )  
-----  
MOTION RE: CMC CONTINUANCE

)  
SUPPORTING DECLARATION  
OF MONTIE S. DAY  
(LOCAL RULE 6.1(b))

1 thereafter as the matter may be heard in before the Honorable Claudia Wilken, at Courtroom  
2 2<sup>nd</sup> Floor, United States Courthouse, Oakland, California, and notice is hereby given that  
3 defendant and cross-claimant Estela D. Reed, will move this Court for an ORDER to  
4 continue the Case Management Conference currently set for March 25, 2008 to July 17, 2008  
5 at 2:00 p.m.

6 The application is made pursuant to Local Rule 6.1 (b), and is made by application in  
7 that, **as to the parties now before the Court, this matter appears to be resolved and it is**  
**anticipated with the extension of time, this matter will be settled and fully resolved.**

8 The grounds for the continuance of the CMC are as follows:

9 1. The parties now before the Court are Principal Life Insurance Company who filed  
10 the interpleader action, Vina Cuesta Statua, a defendant, and Estela D. Reed, a defendant  
11 and a cross-claimant.

12 2. Not before the court are Inocencio S. Ambe (resident of the Philippines) whose  
13 default has been requested to be entered by the Court on the Cross-claim. This is pending  
14 before the Court on a motion.

15 3. Corazon Ambe Cabales (San Leandro, California) as been served and her  
16 default has been entered on the complaint, and Estela Reed has requested her default be  
17 entered on the cross-claim (pending before the Court)

18 3. As among Principal Life Insurance Company who filed the interpleader action and  
19 the defendants Vina Cuesta Statua and Estela D. Reed, an agreement has been reached  
20 whereby \$2,500.00 will be paid to Principal Life Insurance Company, conditioned upon the  
21 Court entering the order for the attorney fees and costs and an order discharging the  
22 Principal Life Insurance Company from this action and any liability.

23 A motion for discharge of Principal Life Insurance Company, with the allowance  
24 of \$2,500.00 as and for attorney fees, was filed on December 26, 2007, and all parties  
25 served. No opposition was filed. On February 6, 2008, the Court took the motion under  
26 submission. There has been no ruling as of this date.

27 4. Condition upon the Court's granting the discharge of Principal Life Insurance  
28 Company with the award of \$2,500.00 as attorney fees/ costs to be paid from the

1 interpledd funds, and the entry of the defaults as to Mr. Ambe (with Ms. Cabales's  
2 default already entered), the remaining parties, ESTELA D. REED, the named  
3 beneficiary under the insurance policy which was the source of the interplead funds, and  
4 VINA CUESTA STATUA will submit to the court a stipulation for an entry of judgment  
5 which would provide that Vina Cuesta Statua will be paid \$10,000.00 from the interpled  
6 funds and the remaining balance, approximately \$47,183.54, plus any accrued interest,  
7 will be distributed to ESTELA D. REED, parties to bear their own costs and attorney  
8 fees.

9 WHEREFORE, the progress of this case can be made based upon the Court's  
10 ruling on the pending motion and matters, and it is expected that this case will be  
11 resolved.

12 Date: March 11, 2008

DAY LAW OFFICES

13  
14 /s/ Montie S. Day

15 BY: \_\_\_\_\_

16 DECLARATION OF MONTIE S. DAY

17 I, Montie S. Day, declare:

18 1. I am an attorney duly admitted to practice before this Court, and make this  
19 declaration upon personal knowledge.

20 2. The facts and grounds as set forth in the application above are true and correct.

21 3. As to the Plaintiff Principal Life Insurance Company and the defendants Vina  
22 Cuesta Statua and Estela D. Reed has been essential resolved, subject to procedural  
23 issues. The procedural issues and a motion are required to consummate the agreement as  
24 the two minority interested defendants have not appeared in the action.

25 4. If the Court grants the motion for the entry of the default of Mr. Ambe and  
26 grants the motion pending for the discharge of the liability as to Principal Life Insurance  
27 Company, the remaining parties intend to present to the Court a stipulation for entry of  
28

1 judgment and a form of judgment.

2 I declare under the penalties of perjury that the foregoing is true and correct, and  
3 that I have executed this declaration on March 11, 2008 at Williams, California.

4

5

6 /s/ Montie S. Day

7

8 Montie S. Day, Attorney

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28